

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MELISSA DEVIN MAGNESS, individually and on behalf of all others similarly situated

Plaintiff

v.

WALLED LAKE CREDIT BUREAU, LLC;
BANK OF AMERICA, N.A.; and DOES 1
through 10, inclusive,

Civil Action No.: 12-cv-06586-LDD

FIRST AMENDED
CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Defendants

Melissa Devin Magness, (“Magness” or “Plaintiff”), on behalf of herself and all others similarly situated, alleges as follows:

INTRODUCTION

1. Plaintiff brings this action for damages pursuant to the Fair Debt Collection Practices Act (hereinafter “FDCPA”), 15 U.S.C. §§ 1692 *et seq.* and the Unfair Trade Practices and Consumer Protection Law (hereinafter “UTPCPL”), 73 Pa.C.S. §§ 201.1 *et seq.*

THE PARTIES

2. Plaintiff is an adult individual who is a citizen of the Commonwealth of Pennsylvania.

3. Plaintiff is a “consumer,” as that term is defined and/or contemplated within the scope of FDCPA and UTPCPL.

4. Defendant, WALLED LAKE CREDIT BUREAU, LLC (hereinafter, individually,

“WLCB”), is a limited liability company, organized in the State of Michigan, registered to do business in the Commonwealth of Pennsylvania, and engaged in the business of debt collection within the Commonwealth of Pennsylvania. Upon information and belief, WLCB’s principal place of business is located at 2328 Ventura Dr. Walled Lake, MI 48390.

5. Indeed, when registering to do business in the Commonwealth of Pennsylvania (as well as a multitude of other states), WLCB disclosed that the sole purpose of its formation, operation, and registration is debt collection.

6. It is believed and, therefore, averred that WLCB has sought, applied for, and/or secured licensing as a debt collector in various jurisdictions, including (but, not limited to) the States of Arizona, Colorado, Iowa, and Wyoming.

7. Furthermore, the publicly-accessible “LinkedIn”¹ profile of Patrick C. Summerville, which is marked and attached hereto as Exhibit “A,” who was the original organizer of WLCB in the State of Michigan, describes his work and experience with WLCB as follows:

- President
 - Walled Lake Credit Bureau LLC
 - October 2003 – January 2012 (8 years 4 months)
 - Accounts Receivables Collections Business, experienced in recovering bad debt, Receivable Consulting and Training [sic]
- Operations Manager/Compliance Officer, Urban Project
 - Walled Lake Credit Bureau LLC

¹ LinkedIn.com “is a social networking website on the Internet for professional occupations.” *Eagle v. Morgan, et al.*, 2012 WL 4739436 *1 (E.D.Pa. 2012). “A user’s profile also contains sections for associations, honors, and awards.” *Eagle v. Morgan, et al.*, 2011 WL 6739448 * 1 (E.D.Pa. 2011).

October 2003 – Present (9 years 4 months)

Responsible for Credit and Collection compliance for call center agents. Assist and monitor FDCPA Training and Compliance within the mortgage remodification program. Responsible for Statewide Collection licesning [sic] and renewal.

8. Mr. Summerville's LinkedIn profile, in the section entitled "Honors and Awards," further identifies him as an "ACA Certified Compliance Officer." It is believed and, therefore, averred that the acronym "ACA" is a shorthand for "ACA International" – the Association of Credit and Collection Professionals, which is an international trade association of the credit and collection industry.

9. Defendant, BANK OF AMERICA, N.A. (hereinafter, individually, "BOA"), is a national bank, engaged in the business of debt collection, within the Commonwealth of Pennsylvania. BOA is a subsidiary of Bank of America Corporation with its headquarters located in Charlotte, North Carolina.

10. Plaintiff is unaware of the names and capacities of those defendants sued as DOES 1 through 10, but will seek leave to amend this complaint once their identities become known to Plaintiff. Upon information and belief, Plaintiff alleges that at all relevant times each defendant, including the DOE defendants 1 through 10, was the officer, director, employee, agent, representative, alter ego, or co-conspirator of each of the other defendants, and in engaging in the conduct alleged herein was in the course and scope of and in furtherance of such relationship.

11. Unless otherwise specified, Plaintiff will refer to all defendants collectively as "Defendants" and each allegation pertains to each Defendant.

12. Defendants are “debt collectors” and/or “creditors,” as those terms are defined and/or contemplated within the scope of FDCPA.

13. Defendants regularly use an instrumentality of interstate commerce in a business of collection of debts in default and/or regularly collect or attempt to collect, directly or indirectly, debts owed or due (or asserted to be owed or due) another.

14. At all times material hereto, Defendants acted and/or failed to act in person and/or through duly authorized agents, servants, workmen, and/or employees, acting within the scope and course of their authority and/or employment for and/or on behalf of Defendants.

JURISDICTION AND VENUE

15. This Honorable Court has jurisdiction pursuant to 15 U.S.C. § 1692k and 28 U.S.C. § 1331.

16. In addition, this Court has supplemental jurisdiction under 28 U.S.C. §1337 over the Pennsylvania state law claims because those claims derive from a common nucleus of operative facts.

17. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

18. The Eastern District of Pennsylvania is the proper venue for this litigation pursuant to 28 U.S.C. § 1391, as a substantial part of the acts or omissions giving rise to the claims alleged herein occurred within this judicial district, and the Defendants are subject to personal jurisdiction in this district.

FACTUAL ALLEGATIONS

19. In June of 2011, Plaintiff purchased a townhouse, located in the Northern Liberties section of Philadelphia. Plaintiff bought this property to use as a personal residence.

20. Upon information and belief the purchase was facilitated by a loan from BOA.

21. Thereafter, as customary, Plaintiff began receiving regular “mortgage statements” from BOA that identified the necessary monthly payment due to BOA.

22. At all times relevant hereto, after receiving her mortgage statements, Plaintiff made timely, up-to-date payments to BOA, in accordance with the mortgage statements.

23. In addition to the monthly amounts due under the mortgage, Plaintiff also made regular, voluntary, and significant contributions towards the principal of the loan.

24. In August of 2012, Plaintiff did not receive her regular mortgage statement. Plaintiff telephoned BOA to inquire about the statement and the status of her mortgage.

25. A BOA representative informed Plaintiff that her account was current and that, although she did not receive a mortgage statement, she was still responsible for making her payment to BOA. Plaintiff subsequently made a payment in the amount she was told to make by the BOA representative.

26. Several days later, Plaintiff received a package, delivered by FedEx. Thinking that the package was from BOA, Plaintiff accepted the package, because she was familiar with BOA’s logos and insignia. Indeed, the package specifically noted it contained “Important Information from Bank of America Home Loans.”

27. The package contained approximately twenty double-sided pages and appeared to have been sent by BOA, because of numerous BOA logos and insignia that were placed and prominently-displayed throughout the package. A true and correct copy of this package is marked and attached hereto as Exhibit “B.”

28. Notably, the cover page directed to Plaintiff contained the following text:

We have not received your last two regularly scheduled payments and are concerned that you may be having difficulty

making your mortgage payment. We want to make sure you are aware of the solutions that may be available to you. It is important that **you take action on this issue quickly**, allowing your payments to become past due will put you at **risk of losing your home to foreclosure**. . . .

Exhibit “B.” (Emphasis supplied).

29. The cover letter referenced the set of documents received by Plaintiff as a “Borrower Response Package.” Attached hereto as Exhibit “B.”

30. The letter also contained the following language that emphasized its importance and urgency:

- “**We strongly encourage you to apply for assistance to avoid foreclosure;**”
- “**Please act quickly before your options become limited;**” and
- “It is important that you return your Borrower Response Package as soon as possible. . .”

Exhibit “B” (Emphasis supplied).

31. The cover letter further provided that, if Plaintiff ignored this communication, Defendants threatened to institute foreclosure proceedings and she would lose her home. *See Exhibit “B.”*

32. In a significantly smaller font, at the bottom of the page, the cover letter included a “P.S.” which stated *inter alia*, “We may be able to limit future calls to **collect on your account.**” *Id.* (Emphasis supplied).

33. The cover letter further disclosed that BOA is a “debt collector” and identified WLCB as a “licensed debt collector,” a “third party company,” “working with” BOA. Exhibit “B.”

34. Thus, the following text appears at the bottom of the cover page:

Federal law requires that we communicate to you that Bank of America, N.A. is a debt collector and also that Walled Lake Credit Bureau, LLC is a licensed debt collector. However, the purpose of the communication is to let you know about your potential eligibility for a loan assistance program that may help you bring or keep your loan current through more affordable payments. Please see the enclosed insert for important disclosures from Walled Lake Credit Bureau, LLC.

Exhibit "B."

35. The cover letter contains confusing and misleading language which does not clearly disclose the purpose of the "Borrower Response Package." It states that BOA has not received at least two scheduled payments and that BOA may be able to limit "future calls to collect on your account." It further discloses that BOA and WLCB are debt collectors, but in the same paragraph (in significantly smaller font) states the purpose of the communication is to "let you know about your potential eligibility for a loan assistance program that may help you bring or keep your loan current through more affordable payments."

36. Further misleading Plaintiff however, the following text is buried on the last page of the "Borrower Response Package:"

Walled Lake Credit Bureau, LLC is a debt collector. Therefore, the following disclosures are required under various state and Federal law. However, we would like to reassure you that we have been retained to assist Bank of America, N.A. with its efforts to reach its customers who may be eligible for a Home Affordable modification Program. The true purpose of these letters are to obtain a more affordable payment for you.

IMPORTANT DISCLOSURES

This communication is from a debt collector attempting to collect a debt. Any information you provide **Walled Lake Credit Bureau, LLC** will be used for that purpose. This communication and the phone number listed above are operated by **Walled Lake Credit Bureau, LLC, 11802 Ridge Parkway, Ste 100 HRM**

Broomfield, CO 80021². . .Walled Lake Credit Bureau, LLC is a third-party debt collection and home retention services company that has been duly authorized by Bank of America, N.A. to contact their borrowers and assist them with this program.

* * *

NOTICE REGARDING DISPUTING YOUR DEBT

Unless within 30 days of your receipt of this notice, you notify **Walled Lake Credit Bureau, LLC** in writing that you dispute the validity of this debt, it will be assumed to be correct. If you notify **Walled Lake Credit Bureau, LLC** in writing within thirty days that you dispute the validity of the debt, or any portion of the debt, **Walled Lake Credit Bureau, LLC** will obtain and provide you, by mail, with verification of the debt or a copy of the judgment. If you request it in writing within 30 days, **Walled Lake Credit Bureau, LLC** will provide you with the name and address of the original creditor (if different from the current creditor).

Exhibit "B." (Highlighting, capitalization, and underlining original).

37. The package also threatened that the delinquency status of Plaintiff's mortgage "will be reported to credit reporting agencies." Exhibit "B."

38. After receiving this package in September 2012, Plaintiff immediately called BOA to inquire about the status of her account. During this phone call, for the first time, Plaintiff was told by a BOA representative that there was an issue with her escrow account balance and that she needed to submit additional funds to cover the balance.

39. The issue surrounding Plaintiff's escrow balance stemmed from her changing home insurers. Unbeknownst to Plaintiff, BOA made payments to both insurers out of Plaintiff's escrow account.

40. At no time was Plaintiff delinquent in her mortgage payments, notwithstanding the inaccurate language in Defendants' cover letter. Resultantly, Defendants' cover letter stating

² Upon and information and belief this is the address for the Home Retention Division of BOA – further confusing the recipient of the letter.

“We have not received your last two regularly scheduled payments” was unquestionably erroneous. It was Defendants’ actions which caused the errors in Plaintiff’s account, not Plaintiff’s failure to make timely payments.

41. Despite not being in default or being behind by two months payments, Plaintiff immediately paid the requested amount. After relying on BOA’s representations and remitting an additional payment, Plaintiff was told that everything was now “OK” and that a note would be placed on her account that all further **collection activity** must cease.

42. Two days later, Plaintiff began receiving phone calls from unknown individuals, claiming that she owes money to BOA. The individuals identified themselves as both calling “from BOA” and also claiming to be “representing BOA.” During these phone calls to Plaintiff the callers became progressively more agitated and proceeded to yell and harass Plaintiff.

43. Upon information and belief, the individuals calling Plaintiff claiming to be representing BOA were in fact from WLCB.

44. Despite Plaintiff’s demand that the collection calls cease, the individuals continued calling, dialing her number repeatedly.

45. Confused and frustrated, Plaintiff again called BOA to determine the status of her account. During the course of this call, a representative of BOA stated that the account was “up to date” and without any default. Plaintiff was further informed that there would be no more **collection activity** with regard to Plaintiff’s account.

46. Nonetheless, in the days following the conference call with the BOA representative, Plaintiff still continued to receive phone calls from multiple individuals, who claimed to be calling from BOA or, in some instances, “representing” BOA.

47. Plaintiff also received several emails referencing the above letter and indicating

that it was an “urgent matter.” One of these emails was received by Plaintiff on Monday September 3, 2012. The September 3, 2012 email only noted that it was “Account Notification” and that Plaintiff may have “recently received a letter from us about an urgent matter.” The emails only referenced BOA and appear to have been generated/authored by BOA. Further causing confusion for Plaintiff, the emails contained contact information that was different from that which was contained in the “Borrower Response Package.”

48. The phone calls and email messages received by Plaintiff did not assert that the purpose of the contact was to discuss applying for a program available to borrowers to assist them with making their payments. These individuals were seeking collection of a debt (namely, Plaintiff’s mortgage).

49. Plaintiff received at least two more identical “Borrower Response Packages,” addressed to her mailing address and her father’s address in Montgomery County, Pennsylvania. These packages were received after Plaintiff had spoken with BOA and was assured that all collection activity would cease.

50. Further, the last package, which contained a cover letter dated September 5, 2012, was not mailed until September 21, 2012 (as evidenced by its envelope). A true and correct copy of the envelope at issue is marked and attached hereto as Exhibit “C.”

51. The late mailing date, in relation to the date of the letter, further caused confusion and created a false sense of urgency, as the letter indicated that the package needed to be returned by October 5, 2012, a mere two weeks after Plaintiff received the package.

52. All of the above correspondence and electronic communications appear to have originated from BOA, as indicated by the use of its insignia. However, Plaintiff believes and thereupon alleges the telephone communications originated from WLCB. Further, the

correspondence was designed to confuse, deceive, and/or mislead Plaintiff and the members of the Classes (as defined herein) into believing that this correspondence and communications were coming from BOA to help them keep their loan current “through more affordable payments.”

53. The “Borrower Response Package” is false and deceptive in that it was really used by WLBC and BOA to collect a debt and/or obtain information concerning Plaintiff and the member of the Classes, while using BOA’s logos and insignia, which were familiar to Plaintiff and created a false impression that Plaintiff and the members of the Classes were receiving a mailing from BOA in its capacity as service provider, rather than being contacted by BOA and WLBC as debt collectors.

54. It is believed and, therefore, averred that the “Borrower Response Package” was created, generated, drafted, printed, and put together for the purpose of concealing BOA’s and WLBC’s true purpose - pursuing an invalid debt and/or deceiving Plaintiff and the members of the Classes into changing their loan terms and status to the benefit of BOA.

55. Plaintiff justifiably relied upon the representations in the “Borrower Response Package” – including (but, not limited to) that she was being contacted by BOA, that her loan was in default, and that she facing an imminent foreclosure – to repeatedly contact the BOA in an effort to resolve an alleged deficiency that, in reality, never existed.

56. Plaintiff justifiably relied upon Defendants’ representations that, by making additional payments with regard to her loan, all collection activity would cease. Indeed, although additional payments were made, Plaintiff was still subjected to a barrage of phone calls and correspondence regarding an alleged deficiency of her loan that, in reality, never existed.

57. The information contained in the “Borrower Response Package” was false and/or misleading; namely, *inter alia*:

- a. Plaintiff never missed two mortgage payments (consecutive or otherwise) with respect to her mortgage;
- b. Plaintiff's home was never in jeopardy or subject to a foreclosure;
- c. Defendants could not have instituted foreclosure proceedings against Plaintiff;
- d. Defendants could not have reported adverse or negative information about Plaintiff to credit reporting agencies;
- e. The package both asserts that it is directed to the recipient in an attempt to collect a debt, and also that its purpose is to obtain a more affordable payment for the recipient; and
- f. The package lists both BOA and WLCB as debt collectors and lists contact information for WLCB which is in reality an address for BOA.

58. Defendants knew or should have known that the information contained in the "Borrower Response Packages" was false and misleading.

59. Plaintiff believes and, therefore, avers that Defendants sent identical "Borrower Response Packages" to consumers nationwide, including consumers residing in the States of Arkansas, Colorado, Florida, Nevada, New Jersey, Ohio, and South Carolina.

60. Section 1692d of the FDCPA provides that "[a] debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt." 15 U.S.C. § 1692d.

61. The FDCPA further explains that Section 1692d is violated, *inter alia*, when a debt collector:

- a. Uses obscene or profane language or language the natural consequence of

which is to abuse the hearer or reader, 15 U.S.C. § 1692d(2);

- b. Causes a telephone to ring or engages any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number, 15 U.S.C. § 1692d(5); and
- c. Places telephone calls without meaningful disclosure of the caller's identity, 15 U.S.C. § 1692d(6).

62. Additionally, Section 1692e provides that “[a] debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.” 15 U.S.C. § 1692e.

63. The FDCPA further explains that Section 1692e is violated, *inter alia*, when a debt collector:

- a. Creates a false impression of the character, amount, or legal status of any debt, 15 U.S.C. § 1692e(2);
- b. Represents or implies that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to take such action, 15 U.S.C. § 1692e(4);
- c. Threatens to take any action that cannot legally be taken or that is not intended to be taken, 15 U.S.C. § 1692e(5);
- d. Falsely represents or implies that the consumer committed any crime or other conduct in order to disgrace the consumer, 15 U.S.C. § 1692e(7);
- e. Communicates (or threatens to communicate) to any person credit

information which is known or which should be known to be false, 15 U.S.C. § 1692e(8);

- f. Uses any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer, 15 U.S.C. § 1692e(10); and
- g. Uses any business, company, or organization name other than the true name of the debt collector's business, company, or organization, 15 U.S.C. § 1692e(14).

64. Additionally, Section 1692f provides that “[a] debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.

65. Section 1692g requires that a consumer receive a so-called “validation notice” of the debt, within five days of the initial communication, that clearly details consumer's rights with respect to the alleged debt.

66. In the present case, the requisite “validation notice” was unclear, misleading, and confusing, because it was overshadowed by the following:

- a. The “validation notice” was on the last page of a package that contained approximately twenty double-sided pages;
- b. The “validation notice” was on the last page of a package and was not identified in any way, shape, or form (e.g., by title, section, or page number); and
- c. The “validation notice” stated two diametrically-opposite purposes for the package at issue – collection of a debt by Defendants or Plaintiff's potential eligibility for a “loan assistance program.”

67. Importantly, nowhere in the packet or within the validation notice did Defendants specify the amount of the debt, as required by 15 U.S.C. § 1692g(a)(1). Indeed the package baldly states that “[W]e have not received your last two regularly scheduled payments and are concerned that you may be having difficulty making your mortgage payment.”

68. Defendants violated the above-referenced provisions of the FDCPA by engaging in the conduct described above.

69. By violating the FDCPA, Defendants committed *per se* violations of the UTPCPL.

70. Defendants acted in a false, deceptive, misleading, and unfair manner, by using unfair or unconscionable means to collect or attempt to collect the debt at issue.

71. Defendants knew or should have known that their actions violated the FDCPA and the UTPCPL.

72. Defendants could have taken the steps necessary to bring their agents' actions into compliance with the FDCPA and the UTPCPL, but Defendants neglected to do so and failed to adequately review those actions to insure compliance with the law.

73. Defendants' conduct, as alleged herein, is (and was) deliberate, intentional, reckless, willful, and wanton.

74. Defendants' conduct, as alleged herein, is (and was) unfair, misleading, deceptive, and unconscionable.

75. Plaintiff and the members of the Classes have been (and will continue to be) financially damaged due to Defendants' conduct, as set forth herein.

76. Plaintiff and the members of the Classes have suffered and will continue to suffer actual damages due to Defendants' conduct, as set forth herein.

77. Plaintiff avers that Defendants' conduct, as described herein, was not limited to the circumstances described herein, but was, and is, habitual, systematic, ongoing, and unrelenting in Defendants' business model and practice.

78. Plaintiff avers that the purpose of Defendants' behavior described herein (as well as their day-to-day business operation), is to deceive unsuspecting consumers, wherever and whenever possible, to achieve, *inter alia*, the objectives of obtaining additional revenue and profit for Defendants' business enterprise.

79. Plaintiff avers that Defendants have utilized various methods calculated to confuse, mislead, distract, coerce, and convert consumers' funds for Defendants' sole benefit, by employing unethical business practices to secure pure financial gain and unjust financial enrichment.

80. Plaintiff further states that Defendants' practices continue unabated, and will continue well beyond the end of this case, for which Defendants have and/or will reap hundreds of thousands of dollars in unearned ill-gotten gains from unsuspecting consumers.

81. Absent Defendants' actions, Plaintiff and the Class would not have contacted Defendants and/or made additional, unscheduled payments to stop the aforementioned debt collection activities.

82. Irrespective of Plaintiff's and the Class members' actions, the aforementioned materials provided by Defendants to Plaintiff and members of the Class were false, misleading, and, at a minimum, in violation of the FDCPA and/or UTPCPL.

CLASS ACTION ALLEGATIONS

83. Plaintiff brings this action on behalf of herself and two classes of similarly-situated individuals pursuant to Fed.R.Civ.P. 23.

84. Plaintiff brings this action as a nationwide class action for Defendants' violations of the FDCPA on behalf of the following class of individuals: All natural persons in the United States who received a Borrower Response Package in the form represented by Exhibit "B" (the "Class") during the statutory period covered by this Complaint.

85. Plaintiff further brings this action as a Pennsylvania state class action for Defendants' violations of the UTPCPL on behalf of the following class of individuals: All natural persons in the state of Pennsylvania who received a Borrower Response Package in the form represented by Exhibit "B" (the "PA Class") during the statutory period covered by this Complaint

86. The FDCPA Class and the PA Class are collectively referred to as the "Classes."

87. The number of individuals in each of the Classes is so numerous that joinder of all members is impracticable. The exact number of members of the Classes can be determined by reviewing Defendants' records. Plaintiff is informed and believes and thereon alleges that there are over a hundred individuals in each defined Class.

88. Plaintiff will fairly and adequately protect the interests of the Classes, and has retained counsel that is experienced and competent in class action and employment litigation. Plaintiff has no interests that are contrary to, or in conflict with, members of the Classes.

89. A class action suit, such as the instant one, is superior to other available means for fair and efficient adjudication of this lawsuit. The damages suffered by individual members of the Classes may be relatively small when compared to the expense and burden of litigation, making it virtually impossible for members of the Classes to individually seek redress for the wrongs done to them.

90. A class action is, therefore, superior to other available methods for the fair and

efficient adjudication of the controversy. Absent these actions, members of the Classes likely will not obtain redress of their injuries, and Defendant will retain the proceeds of their violations of the FDCPA and the UTPCPL.

91. Furthermore, even if any member of the Classes could afford individual litigation against Defendants, it would be unduly burdensome to the judicial system. Concentrating this litigation in one forum will promote judicial economy and parity among the claims of individual members of the Classes and provide for judicial consistency.

92. There is a well-defined community of interest in the questions of law and fact affecting the Classes as a whole. The questions of law and fact common to each of the Classes predominate over any questions affecting solely individual members of the action. Among the common questions of law and fact are:

- a. Whether Defendants are debt collectors, as that term is defined under the FDCPA;
- b. Whether Defendants' Borrower Response Package is a "communication" as that term is defined under the FDCPA;
- c. Whether Defendants' Borrower Response Package is an attempt to collect a debt;
- d. Whether Defendants' Borrower Response Package violated the FDCPA ; and
- e. Whether Plaintiff and the members of the Classes have sustained damages and, if so, the proper measure of damages.

93. Plaintiff's claims are typical of the claims of members of the Classes. Plaintiff and members of the Classes have sustained damages arising out the same wrongful and uniform

practices of Defendants.

94. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its continued maintenance.

COUNT I
FDCPA
(On Behalf of the FDCPA Class)

95. Plaintiff hereby incorporates all facts and allegations of this document by reference, as if fully set forth at length herein.

96. Defendants are “debt collectors” as that term is defined under the FDCPA.

97. As described herein, the actions of the Defendants violate the applicable provisions of the FDCPA.

98. Defendants’ violations with respect to the Borrower Response Package, include but are not limited to, the following:

- a. Using false, deceptive and misleading representations or means in connection with the collection of a debt in violation of 15 U.S.C. § 1692e;
- b. Making false threats to take any action that cannot legally be taken or that is not intended not to be taken in violation of 15 U.S.C. §1692e(5);
- c. Using false representations and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer in violation of 15 U.S.C. §1692e(10); and
- d. Failing to properly disclose the amount due in violation of 15 U.S.C. §1692g(a)(1).

99. As result of Defendants’ violations of the FDCPA, Plaintiff and the members of the FDCPA Class have suffered damages in an amount to be determined at trial.

COUNT II
UTPCPL
(On Behalf of the PA Class)

100. Plaintiff hereby incorporates all facts and allegations of this document by reference, as if fully set forth at length herein.

101. Plaintiff and Defendants are “persons,” as defined by Section 201-2(2) of the UTPCPL.

102. The UTPCPL declares unlawful and prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce . . . directly or indirectly affecting the people of this Commonwealth.” 73 Pa.C.S. §§ 201-2(3), 201-3.

103. Section 201-2(4) of the UTPCPL defines “unfair or deceptive acts or practices” to include the following conduct:

- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

104. Section 201-9.2(a) of the UTPCPL authorizes a private cause of action for any person “who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by [the UTPCPL].”

105. As described herein, Defendants are engaged in a “trade or commerce . . . directly or indirectly affecting the people of this Commonwealth.” 73 Pa.C.S. §§ 201-2(3), 201-3.

106. As described herein, Defendants’ conduct falls within the aforementioned definitions of “unfair or deceptive acts or practices.” 73 Pa.C.S. § 201-2(4).

107. As described herein, Defendants’ conduct was “unfair.”

108. As described herein, Defendants’ conduct was “deceptive.”

109. As described herein, Defendants' conduct creates and/or causes "a likelihood of confusion or of misunderstanding."

110. Pursuant to the UTPCPL, Plaintiff is entitled to actual and statutory damages.

111. Moreover, UTPCPL authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the UTPCPL, as well as reasonable attorneys' fees.

CLAIM FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for:

- (a) A Declaration that Defendant has violated the applicable provisions of the FDCPA and UTPCPL;
- (b) An Order designating this action as a class action pursuant to Federal Rule of Civil Procedure 23;
- (c) An Order appointing Plaintiff and her counsel to represent the Classes;
- (d) An Order enjoining Defendant from any further violations of the FDCPA and UTPCPL;
- (e) Actual damages;
- (f) Statutory damages;
- (g) Treble damages;
- (h) Attorneys' fees and costs; and
- (i) Such other relief as the Honorable Court shall deem just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

(SIGNATURE ON THE NEXT PAGE)

Respectfully submitted,
KALIKHMAN & RAYZ, LLC



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Date: January 18, 2013

EXHIBIT “A”

Pat Sommerville

Collection Manager/Compliance at Urban Settlement, Inc

Greater Detroit Area | Financial Services

[Join LinkedIn and access Pat Sommerville's full profile.](#)

As a LinkedIn member, you'll join 175 million other professionals who are sharing connections, ideas, and opportunities. And it's free! You'll also be able to:

- See who you and **Pat Sommerville** know in common
- Get introduced to **Pat Sommerville**
- Contact **Pat Sommerville** directly

[View Full Profile](#)

Pat Sommerville's Overview

| | |
|-------------|---|
| Current | Collection Manager/Compliance at Urban Settlement, Inc Operations Manager/Compliance Officer, Urban Project at Walled Lake Credit Bureau LLC |
| Past | President at Walled Lake Credit Bureau LLC Collection Supervisor at JJ Marshall Inc Owner at Walled Lake Credit Bureau, LLC |
| Education | Norwich University Spring Arbor University |
| Connections | 81 connections |
| Websites | Company Website ACA International |

Pat Sommerville's Summary

Specialties

ACA Certified Compliance Officer

Pat Sommerville's Experience

Collection Manager/Compliance

Urban Settlement, Inc

Privately Held; 201-500 employees; Financial Services industry
January 2012 – Present (1 year 1 month) | Troy Michigan

Operations Manager/Compliance Officer, Urban Project

Walled Lake Credit Bureau LLC

October 2003 – Present (9 years 4 months) | Walled Lake MI

Responsible for Credit and Collection compliance for call center agents. Assist and monitor FDCPA Training and Compliance within the mortgage remodification program. Responsible for all Statewide Collection licensing and renewals.

President**Walled Lake Credit Bureau LLC**

October 2003 – January 2012 (8 years 4 months)

Accounts Receivable Collections Business, experienced in recovering bad debt, Receivables Consulting and Training.

Collection Supervisor**JJ Marshall Inc**

December 2001 – December 2009 (8 years 1 month)

Owner**Walled Lake Credit Bureau, LLC**

December 1998 – December 2001 (3 years 1 month)

Pat Sommerville's Education**Norwich University**

MA, Criminal Justice

Spring Arbor University

Bachelor of Science (BS)

Pat Sommerville's Additional Information

Websites:

- Company Website
- ACA International

Groups and Associations:

American Association of Credit and Collection Professionals



ACA International



Lakes Area Chamber of Commerce

Honors and Awards:

Certified ACA Compliance Officer

Contact Pat for:

- career opportunities
- new ventures
- expertise requests
- reference requests
- consulting offers
- job inquiries
- business deals
- getting back in touch

View Pat Sommerville's full profile to...

- See who you and **Pat Sommerville** know in common
- Get introduced to **Pat Sommerville**
- Contact **Pat Sommerville** directly

[View Full Profile](#)

Not the Pat Sommerville you were looking for? [View more »](#)

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EXHIBIT “B”

MELISSA DEVIN MAGNESS

09 - 000484

101894-101891

044449-O09_09_101894-0.pdf

**Important Information from
Bank of America
Home Loans**

Bank of America  Home Loans



MELISSA DEVIN MAGNESS
211 BROWN STREET UNIT 5
PHILADELPHIA, PA 19123



M000484Q18#0,101894-101891,234545092,044449-Q08-0

PLEASE FOLD THIS SHIPPING DOCUMENT IN HALF AND PLACE IT IN A WAYBILL POUCH AFFIXED TO YOUR SHIPMENT SO THAT THE BARCODE PORTION OF THE LABEL CAN BE READ AND SCANNED. ***WARNING: USE ONLY THE PRINTED ORIGINAL LABEL FOR SHIPPING. USING A PHOTOCOPY OF THIS LABEL FOR SHIPPING PURPOSES IS FRAUDULENT AND COULD RESULT IN ADDITIONAL BILLING CHARGES, ALONG WITH THE CANCELLATION OF YOUR FEDEX ACCOUNT NUMBER.

From: Origin ID: WPOA (303) 996 8937
BFHFAFDR_31_09012012_USPS_PA
MELISSA DEVIN MAGNESS
Bank of America N.A.-HOME RETENTIO
11802 Ridge Parkway Ste 100 HRM
Broomfield, CO 80021



Ship Date: 02SEP12
ActWgt: 1 LB
CAD: 747693/FXRS1009
Account#: S *****

Delivery Address Bar Code



Ref # 101894-101891



RMA #: 234545092

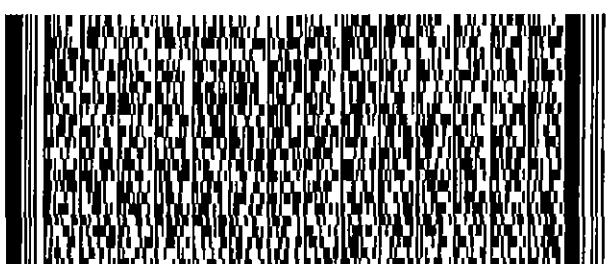
Return Reason:

SHIP TO: (303) 996 8937 BILL THIRD PARTY
Bank of America N.A.

11802 Ridge Parkway Ste 100 HRM
HOME RETENTION
Broomfield, CO 80021

TRK# 5398 3388 2477
0221

FedEx RETURNS A2
STANDARD OVERNIGHT



72 WPOA



80021
CO-US
DEN

I00048401#0,101894-101891,234545092,044449-O08-0



For help with your mortgage, respond by
October 5, 2012

MELISSA DEVIN MAGNESS
PO Box 995
Bala Cynwyd, PA 19004

September 5, 2012

Loan Number: 234545092

Dear MELISSA DEVIN MAGNESS:

We have not received your last two regularly scheduled payments and are concerned that you may be having difficulty making your mortgage payment. We want to make sure you are aware of the solutions that may be available to help you. It is important that you take action on this issue quickly, allowing your payments to become past due will put you at risk of losing your home to foreclosure.

We strongly encourage you to apply for assistance to avoid foreclosure. Bank of America offers different programs to help keep you in your home including the Home Affordable Modification Program (HAMP), available to qualifying borrowers. If you must leave your home, we also have other options to help you avoid foreclosure such as a short sale or deed-in-lieu of foreclosure.

Please act quickly before your options become limited. Send us your Borrower Response Package with the requested financial information in the enclosed Homeowner Checklist by October 5, 2012. We have included a pre-paid envelope for your convenience. If we do not receive your Borrower Response Package by October 5, 2012, we will continue normal activities for collecting past due loan payments up to and including referring your mortgage to foreclosure.

It is important that you return your Borrower Response Package as soon as possible to take advantage of the greatest number of foreclosure alternatives that may be available to you.

We want to help you avoid foreclosure, so please consider this opportunity.

Home Loan Team
Bank of America, N.A.

P.S. We encourage you to call us if you are not interested in pursuing any of these foreclosure alternatives. We may be able to limit future calls to collect on your account.

Enclosures: (1) Frequently Asked Questions (2) Homeowner Checklist (3) Important Notice to Help You Avoid Foreclosure (4) Uniform Borrower Assistance Form (5) IRS Form 4506-T (6) Non-Borrower Credit Authorization Form (7) Important Disclosures (8) Pre-paid return envelope

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and not an attempt to impose personal liability for the debt. Please read the enclosed Frequently Asked Questions for more information.

In order to expedite your review for loan assistance, Bank of America, N.A. is working with a third party company, Walled Lake Credit Bureau, LLC. Federal law requires that we communicate to you that Bank of America, N.A. is a debt collector and also that Walled Lake Credit Bureau, LLC is a licensed debt collector. However, the purpose of the communication is to let you know about your potential eligibility for a loan assistance program that may help you bring or keep your loan current through more affordable payments. Please see the enclosed insert for important disclosures from Walled Lake Credit Bureau, LLC.

What
You Need
to Do

1. Read the instructions on the Homeowner Checklist

2. Review the enclosed:

- Frequently Asked Questions and
- Important Notice to Help You Avoid Foreclosure Scams
- Information on Avoiding Foreclosure

3. Submit your required Borrower Response Package including:

- Uniform Borrower Assistance Form
- IRS Form 4506-T
- Income and Hardship documentation (described on Uniform Borrower Assistance Form)

Helpful Resources

Learn more online at:
bankofamerica.com/homeloanhelp
[or freddiemac.com/avoidforeclosure](http://freddiemac.com/avoidforeclosure)

If you have questions or need help with your Borrower Response Package, please call:

1.888.204.1532

Mon. – Fri. 9 a.m. – 9 p.m. ET
Sat. 9 a.m. – 4 p.m. ET

Mortgages funded and administered by an Equal Housing Lender



Protect your personal information before recycling this document

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Q. Why did I receive this package?

You received this package because we have not received one or more of your monthly mortgage payments or because you have indicated that you have a hardship that may prevent you from making one or more of your monthly payments in the future. We want to ensure you are aware of the options that may be available to help you avoid foreclosure. Please send us the requested documents (i.e., your Borrower Response Package) so that we can work with you to identify options that may be available to you to resolve any temporary or long-term financial challenges you face in making your mortgage payments.

Q. Where can I find more information on avoiding foreclosure?

Please see the Information on Avoiding Foreclosure attachment in this package for more information, or you can contact Bank of America, N.A. at 1.888.204.1532. Additional foreclosure avoidance information is provided by Bank of America, N.A. at bankofamerica.com/homeloanhelp or Freddie Mac at freddiemac.com/avoidforeclosure.

Q. Will I be evaluated for the Home Affordable Modification Program (HAMP) when I submit my completed documentation with my Borrower Response Package?

Yes, as appropriate. If you are not eligible for a refinance, reinstatement, repayment or forbearance plan based on the information you provide, we will evaluate you for participation in the Home Affordable Modification Program (HAMP). If you are not eligible for HAMP, we will evaluate you for all remaining foreclosure alternatives.

Q. Will it cost money to get help?

You should never pay a fee to obtain assistance or information about foreclosure avoidance options. However, foreclosure avoidance has become a means for scam artists to target borrowers. Be cautious of companies or individuals offering to help you for a fee, and never send a mortgage payment to any company other than Bank of America, N.A. or one designated to receive your payments under a state assistance program.

Q. What happens once I have sent the Borrower Response Package to you?

Within approximately three days of receipt of your Borrower Response Package, we will mail you an acknowledgement confirming the receipt of your initial documentation. At that time, we will also begin our review to determine whether or not we have received all of the required documentation to complete our evaluation. This documentation review takes approximately five days. Following our review of your package, we will send a letter that either confirms we have all documentation to continue the evaluation or that identifies missing documents that you need to provide. When we have confirmed receipt of all documents to complete your Borrower Response Package (and if the package was received within the timeframe requested), we will continue the evaluation process, which takes approximately 30 days.

Following our evaluation, we will let you know in writing which foreclosure alternatives, if any, are available to you and will inform you of your next steps to accept our offer. However, if your loan has been scheduled for a foreclosure sale and you submit your complete Borrower Response Package less than 37 days prior to the scheduled foreclosure sale date, we will work to process your request promptly, but you may not receive a notice of incompleteness or a decision on your request prior to foreclosure sale. It is important that you submit your Borrower Response Package as soon as possible.

Q. Will the foreclosure process begin if I do not respond to this letter?

Yes. Unless your loan is current or paid off, it is subject to foreclosure activity. If you have missed multiple monthly payments or there is reason to believe the property is vacant or abandoned, we may refer your mortgage to foreclosure regardless of whether you are being considered for a modification or other types of foreclosure alternatives.

Q. What happens if I have waited too long and my property has been referred to an attorney for foreclosure or what if my property is scheduled for a foreclosure sale in the future?

If you submit a complete Borrower Response Package less than 37 calendar days before a scheduled foreclosure sale, we will attempt to review your loan for a foreclosure alternative, but there is no guarantee we can stop the foreclosure sale. Even if we are able to approve your loan for a foreclosure alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not halt the scheduled sale. Also, if we receive your package less than 15 days before a scheduled foreclosure sale date, we are not obligated to review your package or request a postponement of the sale.

Q. Will my property be sold at a foreclosure sale if I accept a foreclosure alternative?

No, as long as you comply with all requirements of the foreclosure alternative.

Q. Will my credit score be affected by my late payments or being in default?

If your loan is 30 days or more past due, your credit score may be affected. The delinquency status of your loan will be reported to credit reporting agencies as well as your entry into a Repayment Plan, Forbearance Plan, or loan modification Trial Period Plan in accordance with the Fair Credit Reporting Act.

Q. Will my credit score be affected if I accept a foreclosure avoidance option?

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While the affect on your credit will depend on your individual credit history, credit scoring companies generally would consider entering into a plan with reduced payments as increasing your credit risk. As a result, entering into a plan with reduced payments may adversely affect your credit score, particularly if you are current on your mortgage or otherwise have a good credit score.

Q. What if I am unemployed?

If you are currently unemployed, you may be eligible for a temporary suspension of your monthly mortgage payments. Please call us to discuss available options.

Q. Is foreclosure avoidance counseling available?

Yes, U.S. Department of Housing and Urban Development (HUD) approved counselors are available to provide you with the information and assistance you may need to avoid foreclosure. You can use the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/fc/> to find a counselor near you.

Q. How will a modification of my loan affect the mortgage insurance on my loan?

Mortgage Insurance (MI) is typically required on loans where the original loan amount is greater than 80% of the original value of the property. MI coverage protects lenders and investors against a financial loss when borrowers default.

If you did not already have MI on your loan prior to the modification, you will not be required to obtain it as a result of the modification. If you currently have MI, and the modified principal balance changes as a result of the modification, your MI premiums may change as well. Furthermore, the date on which you may request cancellation of the MI may change. For loans on single family primary residences, federal law allows you to request that MI be canceled on either:

- The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
- The date the principal balance is reduced to 80% of the original value of the property based on actual payments.

State law or investor guidelines may also allow for the cancellation of MI at different times or if your loan is secured by a 2- to 4-unit property. For more information about mortgage insurance please call us at 1.888.204.1532.

Q. What happens if I have a Borrowers Protection Plan on my loan?

If you qualify for a modification and you have a Borrowers Protection Plan with your mortgage, please contact us at 1.866.317.5116 to discuss whether you may be eligible for benefits, how your Plan may be impacted by a mortgage modification, and what additional options you may have.

Q. What happens if I have other optional products or credit insurance?

If you purchased an optional product after your loan closed, such as accidental death insurance or Privacy Assist, where you agreed to have the cost for the optional product added to your mortgage payment, please contact us at 1.800.641.5298 to discuss the choices you may have.

If you have credit insurance, please contact us at 1.800.288.7647 to discuss your credit insurance plan.

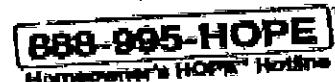
Q. What if I am in bankruptcy proceedings?

If you are represented by an attorney, we must speak with your attorney or have your attorney's permission to speak with you about loan assistance programs, so he or she must fax a letter to that effect (on the firm's letterhead) to us at 1.866.261.6472 before we discuss any details directly with you.

In addition, please consult with your attorney about how these programs could affect your mortgage and your bankruptcy case. Because you are in bankruptcy, any final modification of your mortgage may require bankruptcy court approval. If you are in Chapter 13 bankruptcy, you may also be required to amend your bankruptcy plan. Your bankruptcy attorney can assist you with that process.

Q. Are there additional resources where I can find information about the Home Affordable Modification Program?

Call the Homeowner's HOPE™ Hotline at 1.888.995.HOPE (4673). This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.



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IMPORTANT NOTICE TO HELP YOU AVOID FORECLOSURE SCAMS

Beware of foreclosure rescue scams. Help is free from your mortgage servicer, Bank of America, N.A.

- These programs are only available to you through Bank of America, N.A.
- There is never a fee to get assistance or information about the Home Affordable Modification Program from your mortgage servicer or a housing counselor approved by the U.S. Department of Housing and Urban Development (HUD). To find a HUD-approved counselor, visit hud.gov/offices/hsg/sfh/hcc/fc/.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with Bank of America, N.A. to forgive your debt.
- Never make your mortgage payments to anyone other than Bank of America, N.A. without our approval.
- To report a scam, go to www.preventloanscams.org and fill out the Loan Modification Scam Prevention Network's (LMSPN) complaint form online and get more information on how to fight back. Note: you can also fill out this form and send to the fax number/e-mail/address (your choice!) on the back of the form.

The Loan Modification Scam Prevention Network is a national coalition of governmental and private organizations led by Fannie Mae, Freddie Mac, NeighborWorks America™ and the Lawyers' Committee for Civil Rights Under Law.

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(Do not return this sheet with your Borrower Response Package)

Use this checklist to ensure you have completed all required forms and have the right information. Please note that each borrower on the loan must complete and return all of the required documents.

| | |
|---------------|--|
| Step 1 | <input type="checkbox"/> Review the Information provided to help you understand your options, responsibilities, and next steps: <input type="checkbox"/> Avoiding Foreclosure <input type="checkbox"/> Frequently Asked Questions <input type="checkbox"/> Important Notice to Help You Avoid Foreclosure Scams |
| Step 2 | <input type="checkbox"/> Complete and sign the enclosed Uniform Borrower Assistance Form. Must be signed by all borrowers on the mortgage (notarization is not required) and must include: <input type="checkbox"/> All income, expenses, and assets for each borrower <input type="checkbox"/> An explanation of financial hardship that makes it difficult to pay the mortgage <input type="checkbox"/> Your acknowledgement and agreement that all information that you provide is true and accurate |
| Step 3 | <input type="checkbox"/> Complete and sign a dated copy of the enclosed IRS Form 4506-T. <input type="checkbox"/> For each borrower, please submit a signed, dated copy of IRS Form 4506-T (Request for Individual Tax Return Transcript) <input type="checkbox"/> Borrowers who filed their tax returns jointly may send in one IRS Form 4506-T signed and dated by both joint filers |
| Step 4 | <input type="checkbox"/> Provide required hardship documentation. This documentation will be used to verify your hardship. <input type="checkbox"/> Follow the instructions on the Uniform Borrower Assistance Form (enclosed). Provide a detailed, written explanation of your hardship on a separate sheet of paper and include with your Borrower Response Package. Note: On the form, check only those hardship reasons that apply to your situation. If you are experiencing a hardship not listed, please provide the details of your hardship in your written explanation and provide relevant documentation to support your explanation of the hardship. |
| Step 5 | <input type="checkbox"/> Provide required income documentation. This documentation will be used to verify your hardship and all of your income (including any alimony or child support that you choose to disclose and rely upon to qualify). <input type="checkbox"/> Follow the instructions on the Uniform Borrower Assistance Form (enclosed) <input type="checkbox"/> You may also disclose any income from a household member who is not on the promissory note (non-borrower), such as a relative, spouse, domestic partner, or fiancé who occupies the property as a primary residence. If you choose to disclose and rely upon this income to qualify, the required income documentation is the same as the income documentation required for a borrower. See page 2 of the Uniform Borrower Assistance Form for specific details on income documentation. <input type="checkbox"/> If non-borrower income is disclosed, IRS Form 4506-T and a Non-Borrower Credit Authorization Form (enclosed) must be completed and signed by each non-borrower. |
| Step 6 | <input type="checkbox"/> Send completed documents—your Borrower Response Package—no later than October 5, 2012. You must send in all required documentation listed in steps 2-4 above, and summarized below: <ul style="list-style-type: none"> • Uniform Borrower Assistance Form (attached) • Form 4506-T (attached) • Income documentation as outlined on page 2 of the Uniform Borrower Assistance Form (attached) • Hardship documentation as outlined on page 3 of the Uniform Borrower Assistance Form (attached) Please mail all requested documents to: Bank of America, N.A. 11802 Ridge Parkway, Suite 100 HRM HOME RETENTION, BROOMFIELD, CO 80021 |

IMPORTANT REMINDERS:

- If you cannot provide the documentation within the time frame provided, have other types of income not specified on page 2 of the Uniform Borrower Assistance Form, cannot locate some or all of the required documents, or have any questions, **please call 1.888.204.1532.**
- Keep a copy of all documents and proof of mailing/emailing for your records. **Do not send original income or hardship documents. Copies are acceptable.**

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Information on Avoiding Foreclosure

(Do not return this sheet with your Borrower Response Package)

Mortgage Programs Are Available to Help

There are a variety of programs available to help you resolve your delinquency and keep your home. You may be eligible to refinance or modify your mortgage to make your payments and terms more manageable, for instance, lowering your monthly payment to make it more affordable. Or, if you have missed a few payments, you may qualify for a temporary (or permanent) solution to help you get your finances back on track. Depending on your circumstances, staying in your home may not be possible. However, a short sale or deed-in-lieu of foreclosure may be a better choice than foreclosure — see the table below for more information:

| OPTION | OVERVIEW | BENEFIT |
|------------------------------------|---|--|
| Refinance | Receive a new loan with lower interest rate or other favorable terms | Makes your payment or terms more affordable |
| Reinstatement | Pay the total amount you owe, in a lump sum payment and by a specific date. This may follow a forbearance plan as described below | Allows you to avoid foreclosure by bringing your mortgage current if you can show you have funds that will become available at a specific date in the future |
| Repayment Plan | Pay back your past-due payments together with your regular payments over an extended period of time | Allows you time to catch up on late payments without having to come up with a lump sum |
| Forbearance Plan | Make reduced mortgage payments or no mortgage payments for a specific period of time | Have time to improve your financial situation and get back on your feet |
| Modification | Receive modified terms of your mortgage to make it more affordable or manageable after successfully making the reduced payment during a "trial period" (i.e., completing a three [or four] month trial period plan) | Permanently modifies your mortgage so that your payments or terms are more manageable as a permanent solution to a long-term or permanent hardship |
| Short Sale | Sell your home and pay off a portion of your mortgage balance when you owe more on the home than it is worth | Allows you to transition out of your home without going through foreclosure. In some cases relocation assistance may be available |
| Deed-in-Lieu of Foreclosure | Transfer the ownership of your property to us | Allows you to transition out of your home without going through foreclosure. In some cases relocation assistance may be available. This is useful when there are no other liens on your property |

We Want to Help

Take action and gain peace of mind and control of your situation. Complete and return your Borrower Response Package to start the process of getting the help you need now.

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UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) real estate taxes; (4) homeowner's insurance premiums; (5) bankruptcy; (6) your credit counseling agency, and (7) other liens, if any on your property.

On Page 2 you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ; (3) required income documentation, and (4) required hardship documentation.

Loan I.D. Number 234545092 (usually found on your monthly mortgage statement)

I want to: Keep the Property Sell the Property

The property is currently: My Primary Residence A Second Home An Investment Property

The property is currently: Owner Occupied Renter Occupied Vacant

BORROWER**CO-BORROWER**

BORROWER'S NAME

MELISSA DEVIN MAGNESS

SOCIAL SECURITY NUMBER

DATE OF BIRTH

SOCIAL SECURITY NUMBER

DATE OF BIRTH

HOME PHONE NUMBER WITH AREA CODE

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS

PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)

211 BROWN STREET UNIT 5, PHILADELPHIA, PA 19123

EMAIL ADDRESS

Is this property listed for sale? Yes No

If yes, what was the listing date? _____

If property has been listed for sale, have you received an offer on the property? Yes No

Date of offer: _____ Amount of Offer: \$_____

Agent's Name: _____

Agent's Phone Number: _____

For Sale by Owner? Yes NoHave you contacted a credit counseling agency for help? Yes No
If yes, please complete the counselor contact information below:

Counselor's name: _____

Agency's name: _____

Counselor's Phone Number: _____

Counselor's Email Address: _____

Do you have condominium or homeowner association (HOA) fees? Yes No

Total monthly amount: \$_____

Name and address that fees are paid to: _____

Have you filed for bankruptcy

 Yes No

If yes:

 Chapter 7 Chapter 13

Filing Date: _____

Has your bankruptcy been discharged?

 Yes No

Bankruptcy case number: _____



234545092+USC+FHFA+101691

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UNIFORM BORROWER ASSISTANCE FORM

| Monthly Household Income | | Monthly Household Expenses/Debt | | Household Assets (associated with the property and/or borrower(s)) | |
|--|-----------|---|-----------|---|-----------|
| Monthly Gross wages | \$ | First Mortgage Payment | \$ | Checking Account(s) | \$ |
| Overtime | \$ | Second Mortgage Payment | \$ | Checking Account(s) | \$ |
| Child Support / Alimony* | \$ | Homeowner's Insurance | \$ | Savings / Money Market | \$ |
| Non-taxable social security/SSDI | \$ | Property Taxes | \$ | CDs | \$ |
| Taxable SS benefits or other monthly income from annuities or retirement plans | \$ | Credit Cards / Installment Loan (s) (total minimum payment per month) | \$ | Stocks/Bonds | \$ |
| Tips, commissions, bonus and self-employed income | \$ | Alimony, child support payments | \$ | Other Cash on Hand | \$ |
| Rents Received | \$ | Car lease payments | \$ | Other Real Estate (estimated value) | \$ |
| Unemployment Income | \$ | HOA/Condo Fees/Property Maintenance | \$ | Other _____ | \$ |
| Food Stamps/Welfare | \$ | Mortgage Payments on other properties | \$ | | \$ |
| Other _____ | \$ | Other _____ | \$ | | \$ |
| Total (Gross Income) | \$ | Total Debt/Expenses | \$ | Total Assets | \$ |

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

| | | |
|--------------------|-------------------------|-------------|
| Lien Holder's Name | Balance / Interest Rate | Loan Number |
|--------------------|-------------------------|-------------|

Required Income Documentation

| | |
|--|--|
| <input type="checkbox"/> Do you earn a wage? For each borrower who is a salaried employee or hourly wage earner, include the most recent pay stub that reflects at least 30 days of year-to-date earnings for each borrower. | <input type="checkbox"/> Are you self-employed? For each borrower who receives self-employed income, include a complete, signed individual federal income tax refund and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity. |
| <input type="checkbox"/> Do you have any additional sources of income? Provide for each borrower as applicable: "Other Earned Income" such as bonuses, commissions, housing allowance, tips or overtime: <ul style="list-style-type: none"> <input type="checkbox"/> Reliable third-party documentation describing the amount and nature of the income (e.g., employment contract or printouts documenting tip income). Social Security, disability or death benefits, pension, public assistance, or adoption assistance: <ul style="list-style-type: none"> <input type="checkbox"/> Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and <input type="checkbox"/> Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts. Rental Income: <ul style="list-style-type: none"> <input type="checkbox"/> Copy of the most recent filed federal tax return with all schedules, including Schedule E--Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent reduced by the monthly debt service on the property, if applicable; or <input type="checkbox"/> If rental income is not reported on Schedule E -- Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent. Investment income: <ul style="list-style-type: none"> <input type="checkbox"/> Copies of the two most recent investment statements or bank statements supporting receipt of this income. Alimony, child support, or separation maintenance payments as qualifying income:* <ul style="list-style-type: none"> <input type="checkbox"/> Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and <input type="checkbox"/> Copies of your two most recent bank statements or other third-party documents showing receipt of payment. | |
| <p>*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.</p> | |



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UNIFORM BORROWER ASSISTANCE FORM**HARDSHIP AFFIDAVIT**

(provide a written explanation with this request describing the specific nature of your hardship)

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage relief options.

Date Hardship Began is: _____ Written hardship explanation enclosed

I believe that my situation is:

- Short-term (under 6 months)
- Medium-term (6-12 months)
- Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reasons set forth below:

(Please check all that apply and submit required documentation demonstrating your hardship)

| If your Hardship is: | Then the Required Hardship Documentation is: |
|---|--|
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> No Hardship documentation required |
| <input type="checkbox"/> Underemployment | <input type="checkbox"/> No Hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required income Documentation section above |
| <input type="checkbox"/> Income reduction (e.g. elimination of overtime, reduction in regular working hours, or a reduction in base pay) | <input type="checkbox"/> No Hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required income Documentation section above |
| <input type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law | <input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property |
| <input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household | <input type="checkbox"/> Death Certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death |
| <input type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member | <input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills; OR <input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable) |
| <input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment | <input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area |
| <input type="checkbox"/> Distant employment transfer | <input type="checkbox"/> No hardship documentation required |
| <input type="checkbox"/> Business failure | <input type="checkbox"/> Tax return from previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <ul style="list-style-type: none"> • Bankruptcy filing for the business; or • Two months recent bank statements for the business account evidencing cessation of business activity; or • Most recent signed and dated quarterly or year-to-date profit and loss statement |



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UNIFORM BORROWER ASSISTANCE FORM**Borrower/Co-Borrower Acknowledgement and Agreement**

1. I certify that all of the information in this Borrower Assistance Form is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, owner or guarantor of my mortgage, or their agent(s) may investigate the accuracy of my statements, may require me to provide additional supporting documentation, and that knowingly submitting false information may violate Federal and other applicable law.
3. I understand the Servicer will obtain a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the Servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. I certify that my property has not received a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use this information to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. If I am eligible for a trial period plan, repayment plan, or forbearance plan, and I accept and agree to all terms of such plan, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a trial period plan, repayment plan, or forbearance plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the trial period plan, repayment plan, or forbearance plan.
9. I agree that when the Servicer accepts and posts a payment during the term of any repayment plan, trial period plan, or forbearance plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
10. I agree that any prior waiver as to my payment of escrow items to the Servicer in connection with my loan has been revoked.
11. If I qualify for and enter into a repayment plan, forbearance plan, and trial period plan, I agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
12. I understand that the Servicer will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any relief or foreclosure alternative that I receive to any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or to any HUD-certified housing counselor.
13. If I am eligible for foreclosure prevention relief under the federal Making Home Affordable Program, I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by the Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan, and (c) companies that perform support services in conjunction with Making Home Affordable.
14. I consent to being contacted concerning this request for mortgage assistance at any cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.

Borrower Signature

Date

Co-Borrower Signature

Date



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4506-T

Form
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Request for Transcript of Tax Return

OMB No. 1545-1872

► Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

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| 1a Name shown on tax return. If a joint return, enter the name shown first. MELISSA DEVIN MAGNESS | 1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) |
| 2a If a joint return, enter spouse's name shown on tax return. MELISSA DEVIN MAGNESS | 2b Second social security number or individual taxpayer identification number if joint tax return 211 BROWN STREET UNIT 5, PHILADELPHIA, PA 19123 |
| 3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) 211 BROWN STREET UNIT 5, PHILADELPHIA, PA 19123 | |
| 4 Previous address shown on the last return filed if different from line 3 (see instructions) | |
| 5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. Bank of America, N.A., C/O Tax Verification Services, 30 Executive Park #200 Irvine, CA 92614 Ref #:234545092 / 101891 | |

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

| | |
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| 6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ► 1040 | |
| <input checked="" type="checkbox"/> a Return Transcript , which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days <input checked="" type="checkbox"/> | |
| <input type="checkbox"/> b Account Transcript , which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days <input type="checkbox"/> | |
| <input type="checkbox"/> c Record of Account , which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days <input type="checkbox"/> | |
| 7 Verification of Nonfiling , which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days <input type="checkbox"/> | |
| 8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript . The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days <input type="checkbox"/> | |

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

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| 9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. 12/31/2011 12/31/2010 | |
|--|--|

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved identity theft on your federal tax return.

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note. For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

| | | |
|------------------|---|---|
| Sign Here | Signature (see instructions) <hr/> Title (if line 1a above is a corporation, partnership, estate, or trust) <hr/> Spouse's signature | Date <hr/> Date <hr/> Date |
| | Phone number of taxpayer on line 1a or 2a | |

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Do not send this form to its address. Instead, send it to the IRS office where it is filed on the page.

1111 Constitution Ave., NW, IR-6526 Washington, DC 20224

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Tax Products Coordinating Committee

Internal Revenue Service

write to:

we would be happy to hear from you. You can

suggestions for making Form 4506-T simpler,

accuracy of these line estimates of

if you have comments concerning the

IRS, 20 min.

Prepared by the form, 12 min.; And Copying;

Preparing the law or the form, 10 min.;

Submitting the form to the IRS, 10 min.;

Form 4506-T will vary depending on individual

circumstances. The estimated time is:

Generally, tax returns and return information

are considered, as required by section 6103,

The time needed to complete and file Form

4506-T will vary depending on individual

circumstances. The estimated time is:

Administrative action may become involved in the

instructions must be removed as far as their

books or records relating to a form or its

form displays a valid DMB control number.

To the Paperwork Reduction Act unless the

information requested on a form is subject

You are not required to provide the

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Routine uses of this information include

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Providing a copy of your information may

may not be able to process your request.

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4506-T

Form
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Request for Transcript of Tax Return

OMB No. 1545-1872

► Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

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| 1a Name shown on tax return. If a joint return, enter the name shown first. | 1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) |
| 2a If a joint return, enter spouse's name shown on tax return. | 2b Second social security number or individual taxpayer identification number if joint tax return |
| 3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) | |
| 4 Previous address shown on the last return filed if different from line 3 (see instructions) | |
| 5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. | |

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

- 6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ► 1040
- a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days
 - b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days
 - c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days
 - 7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days
 - 8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

- 9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. 12/31/2011 12/31/2010

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved identity theft on your federal tax return.

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note. For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

Sign
Here

| | | |
|--|------|---|
| Signature (see instructions) | Date | Phone number of taxpayer on line 1a or 2a |
| Title (if line 1a above is a corporation, partnership, estate, or trust) | | |
| Spouse's signature | Date | |

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Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about Form 4506-T at www.irs.gov/form4506. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

CAUTION. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

Automated transcript request. You can request transcripts by using our automated self-help service tools. Please visit us as IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:

Mail or fax to the "Internal Revenue Service" at:

| | |
|---|--|
| Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address | RAIVS Team Stop 6716 AUSC Austin, TX 73301 |
| | 512-460-2272 |

| | |
|---|--|
| Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming | RAIVS Team Stop 37106 Fresno, CA 93888 |
| | 559-456-5876 |

| | |
|--|--|
| Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia | RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 |
| | 816-292-6102 |

Chart for all other transcripts

If you lived in or your business was in:

Mail or fax to the "Internal Revenue Service" at:

| | |
|--|---|
| Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address | RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922 |
|--|---|

| | |
|--|---|
| Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin | RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592 |
|--|---|

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
SE:W:CAR:MP:T:T:SP
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see Where to file on this page.

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To Be Completed If a Borrower/Co-Borrower Discloses Income From a Household Member Who is Not on the Promissory Note

LOAN #: 234545092

Your Request for Mortgage Assistance (RMA) or Uniform Borrower Assistance Form (Form 710) indicates that a non-borrower contributes to your total household income. For our purposes, a "non-borrower" is an individual who resides in your home and contributes to the household income but is not personally obligated on your mortgage loan. As part of the evaluation process, a Credit Authorization Form must be completed and signed by each non-borrower.

Note: Updated or additional documents may be required. Copies of this form may be used if you have more than one non-borrower contributing to your total household income.

Please have the non-borrower fully execute the below NON-BORROWER CREDIT AUTHORIZATION FORM.

NON-BORROWER CREDIT AUTHORIZATION FORM TO OBTAIN CONSUMER CREDIT REPORT

The undersigned non-borrower certifies the following:

1. I am an occupant of 211 BROWN STREET UNIT 5, PHILADELPHIA, PA 19123 (the "Property");
2. I contribute to the total household income of the Property;
3. I understand and acknowledge that Bank of America is evaluating the mortgage loan that is secured by the Property for a loan modification.
4. I hereby authorize Bank of America, N.A., or its designated agent, to obtain and review a consumer credit report containing my credit history and other non-public information as part of its evaluation process.

This Authorization shall constitute the undersigned's agreement to allow Bank of America, N.A. to obtain a copy of a consumer credit report in the manner permitted by the Fair Credit Reporting Act.

NAME (Non-Borrower)

SIGNATURE (Non-Borrower)

RELATIONSHIP TO BORROWER

DATE

NON-BORROWER SOCIAL SECURITY NUMBER: _____ - _____ - _____



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1.888.204.1532

Walled Lake Credit Bureau, LLC is a debt collector. Therefore, the following disclosures are required under various state and Federal law. However, we would like to reassure you that we have been retained to assist Bank of America, N.A. with its efforts to reach customers who may be eligible for a Home Affordable modification Program. The true purpose of these letters are to obtain a more affordable payment for you.

IMPORTANT DISCLOSURES

This communication is from a debt collector attempting to collect a debt. Any information you provide **Walled Lake Credit Bureau, LLC** will be used for that purpose. This communication and the phone number listed above are operated by **Walled Lake Credit Bureau, LLC**, 11802 Ridge Parkway, Ste 100 HRM, Broomfield, CO 80021. Regular hours of operation are 9:00 a.m.—9:00 p.m. (EST) Monday through Friday and 9:00 a.m.—4:00 p.m. (EST) on Saturday. **Walled Lake Credit Bureau, LLC** is a third-party debt collection and home retention services company that has been duly authorized by Bank of America, N.A. to contact their borrowers and assist them with this program.

NOTICE REGARDING YOUR CURRENT DEBT

Bank of America, N.A. services your mortgage. As of the date of this letter the amount necessary to bring your mortgage current is \$2,137.56. Because of interest, late charges, legal fees, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after your payment is received, in which event your Servicer will inform you before depositing the payment for collection. For further information about payment, contact Bank of America, N.A. at 1.800.669.6650.

NOTICE REGARDING DISPUTING YOUR DEBT

Unless within 30 days of your receipt of this notice, you notify **Walled Lake Credit Bureau, LLC** in writing that you dispute the validity of this debt, it will be assumed to be correct. If you notify **Walled Lake Credit Bureau, LLC** in writing within thirty days that you dispute the validity of the debt, or any portion of the debt, **Walled Lake Credit Bureau, LLC** will obtain and provide you, by mail, with verification of the debt or a copy of the judgment. If you request it in writing within 30 days, **Walled Lake Credit Bureau, LLC** will provide you with the name and address of the original creditor (if different from the current creditor).

NOTICE REGARDING BANKRUPTCY

Please note that if the recipient of this letter is currently in an active bankruptcy case or has received a discharge from a bankruptcy, that this letter is for informational purposes only and is not an attempt to collect a debt or an intention to violate the automatic stay. Please have your bankruptcy attorney contact Bank of America, N.A. for workout options.

NOTICES SPECIFIC TO CERTAIN STATES

California Residents: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Colorado Residents: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Minnesota Residents: This collection agency is licensed by the Minnesota Department of Commerce.

North Carolina Residents: This collection agency is licensed under Permit # 103863.

Tennessee Residents: This collection agency is licensed by the Tennessee Collection Services Board of the Department of Commerce and Insurance.

Wisconsin Residents: This collection agency is licensed by the Division of Banks, PO Box 7876, Madison, WI 53707.

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EXHIBIT “C”

Bank of America, N.A.
11802 Ridge Parkway Suite 100
Broomfield, CO 80024

